

BOARD OF SUPERVISORS
COUNTY OF MADISON

PROPOSED SUPPLEMENTAL APPROPRIATION

DATE: 4/28/2020

FY2020

Type of Supplement	Interdepartmental transfer (same fund)
	Interfund transfer
	Revenue/Expense offset
x	Use of contingency
	Other use of fund balance not in original budget

PURPOSE: To appropriate funds to renew McGriff Insurance (Ed White) benefits consultant contract for 1 year. Cost will be charged to Finance Dept.

GL Account Reference	Account type	Fund Name	Department	Object Code/Source	Debit	Credit
10-09-91-91100-9200	Exp	GF	Contingency reserve	Contingency- genl		10,000.00
10-01-12-12420-3155	Exp	GF	Finance	Benefits Consultant	10,000.00	
					10,000.00	10,000.00

Note: A debit charged to a budgeted expense line increases the appropriated expense; a credit charged to a budgeted expense line item decreases the appropriated expense. A credit charged to a budgeted revenue line item increases the anticipated revenue available.

Employee Benefits Broker Service Agreement

THIS BROKER SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF INSURANCE SERVICES, INC.** ("MIS") and **MADISON COUNTY** (the "Client").

The Client and MIS agree as follows:

1. MIS will provide the employee benefit management services described on Exhibit A hereto (Employee Benefit Management Services).
2. The Client will provide MIS with all information necessary to enable MIS to provide Employee Benefit Management Services.
3. MIS agrees to perform the services described in this Agreement in a professional and timely manner.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through MIS in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefit management services is purely voluntary by the Client.
5. Remuneration:
 - A. The Client will pay MIS a fee in the amount of **\$10,000.00** (the "Fee") for Employee Benefit Management Services. The Fee may be refundable, in whole or in part, in accordance with Section 11 of this Agreement.
 - B. The Fee will be payable of a **one-time payment** by the Client.
 - C. MIS's compensation for Insurance Placement will be in the form of commissions from the insurance carriers and/or intermediaries with which the insurance policies are placed. Any such commission compensation is in addition to and separate from the Fee paid to MIS for the Employee Benefit Management Services.
 - D. With respect to Insurance Placements and/or Employee Benefit Management Services undertaken on behalf of the Client that are not contemplated by this Agreement, MIS may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MIS will make information regarding such Agreements and compensation available to the Client upon request.
6. MIS also may receive "profit commissions," "Tier II commissions," or other compensation, including non-monetary awards (e.g., trips and other prizes) from insurers, trade organizations, or business partners. All such compensation is expressly excluded from and shall not be credited to or offset against the MIS compensation under this Agreement.
7. MIS reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Broker Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to MIS-related subsidiaries and affiliates.

8. From time to time, MIS may share opinions or content regarding third parties, or make referrals to third party products and services ("Third Party Services"). Any Third Party Services, or links to third party sites shared or posted on MIS website or social media sites do not constitute an endorsement of any individual, organization, service, or product by MIS, nor does such activity indicate an affiliation with or sponsorship of the third party by MIS. Any third party claims regarding their products or services contained in their written materials or on the third party websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement, of MIS, its employees, directors, officers, parents, or affiliates that those claims are accurate. MIS IS NOT LIABLE FOR ANY THIRD PARTY SERVICES OR THE STORAGE OR BREACH OF YOUR CONFIDENTIAL INFORMATION RELATED TO SUCH THIRD PARTY SERVICES. WE ARE NOT RESPONSIBLE FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD PARTIES. YOU RELEASE US FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST US ARISING FROM YOUR USE OF PRODUCTS OR SERVICES FROM THIRD PARTIES.
9. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of **Virginia**.
10. This Agreement commences on **April 1, 2020** and ends on **March 31, 2021**. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
11. Unless otherwise prohibited by law or regulation, should this Agreement be terminated in accordance with Section 10, Client will pay MIS a prorated portion of the Fee through the date of termination.

IN WITNESS WHEREOF, the Client and MIS have executed this Agreement as of the Commencement Date indicated above.

MCGRIFF INSURANCE SERVICES, INC.

MADISON COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Employee Benefit Management Services

- A. Strategic Benefit Planning.** Agent/Broker will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Agent/Broker will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Agent/Broker will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Communication.** Agent/Broker will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- E. Compliance Tools & Legislative Information.** Agent/Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, ERISA, and ACA.
- F. Meetings with Client and Vendors.** Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:
 - Upon Client request, Agent/Broker shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.
- G. Data Analysis.** Agent/Broker will provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.